

12126 E

2-106A110

No.  
Date ... APR 16 1982  
Fee \$ ... 10.00

Railpool  
Division of Interpool Ltd.  
208 South LaSalle Street  
Chicago, Illinois 60607  
April 16, 1982

ICC Washington, D. C.

RECORDATION NO. 12126-F Filed 1445

Secretary of the Interstate  
Commerce Commission  
Washington, D.C.

APR 16 1982-2 00 PM

INTERSTATE COMMERCE COMMISSION

Re: Amendment to ICC Recordation  
No. 12126-C

RECEIVED  
APR 16 1 57 PM '82  
I.C.C.  
FEE OPERATION BR.

Dear Secretary:

Enclosed for filing and recordation pursuant to the Interstate Commerce Act 11 U.S.C. § 11303, is the following Amendment to Lease and Management Agreement prepared and executed in connection with the Lease and Management Agreement filed and recorded with the Commission on August 25, 1980 at 3:20 p.m. and bearing recordation number 12126-C.

The parties are the same as in the originally filed and recorded document. The names and addresses are the same. The equipment covered by the document is the same (namely 200 flat cars with identifying numbers WP 8801 through WP 9000, inclusive).

This Amendment makes changes in Sections 4, 16, 18, 19 and 35 of the Lease and Management Agreement previously filed.

Please return the original copy of this Amendment Agreement to:

Carlyle C. Rife Jr

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Secretary of the Interstate  
Commerce Commission  
April 16, 1982  
Page 2

Thelan, Marrin, Johnson & Bridges  
Two Embarcadero Center  
San Francisco, California 97111

Attention: Daniel R. Bedford

Very truly yours,

RAILPOOL, a division  
of Interpool Limited

Richard W. Gross  
Senior Vice President  
and Treasurer

By Carlyle C. R. J. f

Enclosure

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**4/16/82**

**OFFICE OF THE SECRETARY**

**Thelan, Marrin, Johnson & Bridges  
Two Embarcadero Center  
San Francisco, Calif. 97111**

**Attn: Daniel R. Bedford**

Dear

**Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **4/16/82** at **2:00pm**, and assigned re-recording number(s).  
**12126-E**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

# COUNTERPART

RECORDATION NO. 12/26- F Filed 1426

APR 16 1982-2 02 PM

INTERSTATE COMMERCE COMMISSION

## AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT

This AMENDMENT made and entered into as of September 1, 1981, by and between RAILPOOL ("Railpool"), a division of Interpool Limited, a Bahamian corporation ("Interpool"), and THE WESTERN PACIFIC RAILROAD COMPANY, a California corporation ("Manager").

### W I T N E S S E T H:

WHEREAS, the parties hereto have entered into a Lease and Management Agreement dated March 11, 1980 ("Management Agreement");

WHEREAS, Interpool has entered into a Lease of Railroad Equipment dated as of August 1, 1980 ("Lease") with First National Bank of Minneapolis, a national banking association, as owner trustee (in such capacity, "Owner Trustee"), whereby Interpool has leased from Owner Trustee 200 general purpose flat cars;

WHEREAS, Owner Trustee has entered into a Trust Indenture dated as of August 1, 1980, with The Connecticut Bank and Trust Company, a Connecticut corporation, as indenture trustee (in such capacity, "Indenture Trustee"), whereby Owner Trustee has granted a security interest to Indenture Trustee in said flat cars and the Lease; and

WHEREAS, the parties hereto desire to amend certain provisions of the Management Agreement in furtherance of the foregoing;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

(1) Section 24 of the Management Agreement is hereby amended by adding a new clause thereto at the end of the sentence, as follows:

" . . . and will not operate the cars outside the continental limits of the United States."

(2) Section 16 of the Management Agreement is hereby amended by adding at the end thereof a new paragraph, unnumbered, as follows:

"This Agreement has, as contemplated herein, been assigned to First National Bank of Minneapolis, as owner trustee (in such capacity, "Owner Trustee") under a Trust Agreement dated as of August 1, 1980 with Valley Bank Leasing, Inc., and Owner Trustee has assigned all of its right, title and interest in this Agreement to The Connecticut Bank and Trust Company, as indenture trustee (in such capacity, "Indenture Trustee") under a Trust Indenture dated as of August 1, 1980 ("Trust Indenture") between itself and Owner Trustee. Pursuant to a Lease of Railroad Equipment dated as of August 1, 1980 ("Lease") between Owner Trustee, as lessor, and Interpool Limited, as lessee, an Assignment of Lease and Agreement dated as of August 1, 1980 ("Lease Assignment") among Owner Trustee, as assignor, Indenture Trustee, as assignee, and Interpool Limited, as lessee, and this Agreement, Manager will, for so long as the Trust Indenture shall be in effect, make all payments due Railpool hereunder to Indenture Trustee, by wire transfer of such payments in immediately available funds to The Connecticut Bank and Trust Company, One Constitution Plaza, Hartford Connecticut, Attention: Corporate Trust Department, or to such other account as Indenture Trustee may from time to time direct, and when the Trust Indenture is no longer in effect, to Owner Trustee in such manner and to such place as Owner Trustee may from time to time direct. Owner Trustee and Indenture Trustee shall have no responsibility or obligation to Manager by virtue of the foregoing assignments, it being understood that nothing in this paragraph shall alter, diminish or remove the obligations, undertakings or responsibilities of Railpool to Manager hereunder."

(3) Section 4 of the Management Agreement is hereby amended by adding at the end thereof a new sentence as follows:

"The identifying numbers of the original 200 flat cars subject to this Agreement are WP 8801 through WP 9000 (inclusive)."

(4) Section 18 of the Management Agreement is hereby amended by changing all references to free days from "fifty-five" and "fifty" to "sixty" and "fifty-five" respectively.

(5) Section 19 of the Management Agreement is hereby amended by deleting the first three lines thereof and inserting a new sentence in lieu thereof, as follows:

"The Manager may elect, in the case of clause (a) hereof, and either the Manager or Railpool may elect, in the case of clause (b) hereof, to cancel this Agreement upon ninety days' notice upon the occurrence of any of the following events:"

and by deleting the words "basic changes in" in the second line of clause (b) thereof.

(6) A new Section 35 is hereby added to the Management Agreement, as follows:

"35. Rights Under Lease. This Agreement is subject and subordinate to the rights of Owner Trustee under the Lease and the rights of Indenture Trustee under the Trust Indenture and the Lease Assignment, and Manager hereby covenants not to take any action which is inconsistent with the terms and conditions of the Lease (including without limitation Section 5 thereof) or with the obligations of Interpool thereunder; provided, however, that in the event that the Lease shall be terminated pursuant to Section 10 thereof by reason of a default by Interpool, then so long as Manager continues to make timely payments to Indenture Trustee pursuant to the terms of this Agreement and is not otherwise in default of its obligations hereunder, Manager shall be entitled to the possession and use of the cars which are subject to the Lease for a period of one year following the day on which Manager is notified of such termination; provided, further, that within ninety days following such notice to Manager,

Manager shall elect, by written notice to Owner Trustee, Indenture Trustee, C.I.T. and C.I.T. Financial (as such terms are defined in the Lease) either to return such cars to Lessor under the Lease pursuant to Section 22 of this Agreement at the end of such one-year period, or to accept an assignment from Interpool of its rights and obligations under the Lease with such modifications to the Lease as may be mutually acceptable to Manager, Owner Trustee, Indenture Trustee, C.I.T. and C.I.T. Financial; and provided, further, that if Manager shall not make such election within such ninety-day period, then this Agreement shall terminate on the first day following such one-year period."

(7) This Amendment embodies the entire agreement and understanding among the parties hereto, and supercedes all prior agreements and understandings, relating to modification of the Management Agreement, including without limitation that certain telex dated August 13, 1980, and that certain letter dated August 18, 1980, both from R. W. Stumbo, Jr. of Manager to Richard W. Gross of Interpool. Except as amended hereby, the Management Agreement shall remain unaltered and in full force and effect.

(8) This Amendment is to be interpreted under the laws of the State of California, the Interstate Commerce Act and the rules and regulations of the Interstate Commerce Commission and the Association of American Railroads.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

[Seal]

RAILPOOL, a division of INTERPOOL  
LIMITED

By Richard W. Gross  
Title: Sr. V.P. & TREAS.

[Seal]

THE WESTERN PACIFIC RAILROAD  
COMPANY

By   
Title: Sr. Vice President - Finance


\* \* \*

CONSENT


The undersigned, each for itself, hereby consents to the foregoing Amendment to Lease and Management Agreement and agrees that as between Manager and the undersigned the provisions of paragraph (6) thereof shall govern, notwithstanding any conflicting provisions of the Lease.

The undersigned, each for itself, warrants to Manager and the other parties hereto that it has the full right and authority to execute this Consent and Agreement, that it has received all consents, authorizations or directions required from any other person in order that it may execute and deliver this Consent and Agreement and that this Consent and Agreement is binding on and enforceable against it in accordance with its terms.

THE CONNECTICUT BANK AND TRUST  
COMPANY, as Indenture Trustee

Dated: 3/22, 1981<sup>2</sup>. By   
Title: AVP

FIRST NATIONAL BANK OF MINNEAPOLIS,  
as Owner Trustee

Dated: March 26, 1981<sup>2</sup>. By   
Title: Vice President



STATE OF New York )  
COUNTY OF New York ) ss.:

On this 16 day of Sept, 1981 before me personally appeared Richard W. Bros to me personally known, who, being by me duly sworn, says that he is a Sr. Vice President of INTERPOOL, LIMITED, a Bahamian corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Ellen E. McCarron  
Notary Public

My Commission expires  
Notarial Seal

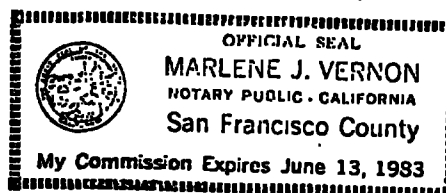
ELLEN E. MCCARRON  
Notary Public, State of New York  
No. 31-4651078  
Qualified in New York County  
Commission Expires March 30, 1983

STATE OF CALIFORNIA )  
CITY AND COUNTY OF SAN FRANCISCO ) ss.:

On this 16 day of Sept, 1981 before me personally appeared R. W. Stumbo, Jr. to me personally known, who, being by me duly sworn, says that he is a Sr. Vice President-Finance of THE WESTERN PACIFIC RAILROAD COMPANY, a California corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marlene J. Vernon  
Notary Public

My Commission expires  
Notarial Seal



District of Columbia SS:

**NOTARY CERTIFICATE**

I, Audrey S. Johnson, a notary for the District of Columbia, hereby certify that I have compared this counterpart of the original Amendment to Lease and Management Agreement and it is a true and correct copy in all respects.

Audrey S. Johnson  
Notary Public

My Commission Expires September 30, 1984